

YOLANDA CAPPELLI
Town Clerk



Lauren Louderback
Deputy Town Clerk

Elain Abraham-Rigo
Deputy Town Clerk

**Town Clerk's Office
Town of Kent**

**NOTICE OF ADVERTISEMENT FOR BIDS
FOR THE TOWN OF KENT**

I, Yolanda D. Cappelli, Town Clerk of the Town of Kent, Putnam County, New York, will accept sealed bids at the Kent Town Center, 25 Sybil's Crossing, Kent Lakes, New York 10512 until 12:00 noon, Friday, December 16, 2016, at which time they will be opened and publicly read for Bituminous Asphaltic Concrete.

Complete specifications are on file in the Town Clerk's office at the Kent Town Center and on the town's website at www.townofkentny.gov.

Bids must be accompanied by a non-collusion bidding certificate in accordance with Section 103-d of the General Municipal Law. The non-collusion bidding certificate may be obtained in the Town Clerk's office.

Bids must be submitted on a bid form and may be obtained in the Town Clerk's office.

Bid prices will be effective from January 1, 2017 until December 31, 2017.

Bids must be submitted in sealed envelopes at the above address and must bear on the face thereof the name and address of the bidder and the inscription "Bituminous Asphaltic Concrete".

The right is reserved to reject any or all bids, or to procure by State/County and other towns Contract bid if prices warrant.

By Order of the Kent Town Board.

Yolanda D. Cappelli
Town Clerk

NON-COLLUSION STATEMENT

In accordance with the requirements of Section 103-d of the General Municipal Law of the State of New York, the bidder certifies that:

- (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
 - (1) The prices in this bid have been arrived at independent without collusion, consultation, communication, or agreement, for the purpose of restriction competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose or restricting competition.

The bidder certifies that they comply with Office of Revenue Sharing 504 Regulations.

I, hereby affirm under the penalties of perjury that the foregoing statements are true.

Date:

Legal Name of Bidder
(Individual, Firm or Corporation)

By _____

The deponent is _____ of _____

The corporation described in and which executed, the foregoing instrument; deponent knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; deponent signed deponent's name thereto by like order.

Address of Bidder

Insurance Agreement for Contractors

- I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, contractor hereby agrees to effectuate the naming of the Town of Kent as an unrestricted additional insured on the contractor's insurance policies with the exception of workers' compensation.
- II. The policy naming the Town of Kent as an additional insured shall:
 - Be an insurance policy from an A.M. Best rated "secured" or better, New York State Admitted insurer.
 - Provide for 30 days notice of cancellation.
 - State that the organizations' coverage shall be primary non-contributory for the Town of Kent, its Board, employees and volunteers.
 - The Town of Kent shall be listed as an additional insured by using endorsement CG2026 or equivalent form. The certificate must state this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance and certificate must state as such.
 - Additional Insured including Products Completed Operations (CG2037) must be included and certificate must indicate.
 - Waiver of Subrogation must be provided in favor of the Town of Kent
 - Contractual Liability must be included and indicate on certificate
- III. The contractor agrees to indemnify the Town of Kent for any applicable deductibles.
- IV. Required Insurance:
 - **Commercial General Liability Insurance**
\$1,000,000 per occurrence/\$2,000,000 general aggregate and products completed operations aggregates. The general aggregate shall apply on a per-project basis.
 - **Automobile Liability**
\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles. An insurance carrier with A.M. Best rating "secured" or better
 - **Workers Compensation**
Statutory Workers Compensation and Employers Liability Insurance for all employees. An Insurance carrier with an A.M. Best rated "secured" or better
 - **Owners Contractors Protective Insurance when applicable**
(Required for construction projects in excess of \$200,000)
 - **Excess Insurance**
\$5,000,000 per occurrence/\$5,000,000 general aggregate limit
 - **Bid, Performance and Labor & Material Bonds**
If required in the specifications, these bonds shall be provided by a New York State admitted surety company, in good standing. A.M. Best rated "secured" or better

Sample Insurance Agreement for Contractors

- **Asbestos/Lead Abatement Insurance**
With coverage for removal of asbestos and/or lead and related pollution events, including coverage for third-party liability claims for bodily injury, property damage and clean-up costs. \$1,000,000 per occurrence/\$2,000,000 including products and completed operations. If a retroactive date is used, it must pre-date the inception of the contract. Coverage shall remain for two years following the completion of work.
 - **Professional Errors and Omissions Insurance**
\$1,000,000 per occurrence/\$2,000,000 aggregate for the negligent professional acts of the consultant. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two years following the completion of work.
- V. The insurance producer must indicate whether or not they are an agent for the companies providing the coverage.
- VI. Contractor acknowledges that failure to obtain such insurance on behalf of the Municipality constitutes a material breach of contract and subjects it to liability damages, indemnification and all other legal remedies available to the Municipality. The contractor is to provide the Municipality with a certificate of insurance evidencing the above requirements have been met, prior to commencement of work or use of facilities.
- VII. The Municipality is a member/owner of the NY Municipal Insurance Reciprocal (NYMIR). The contractor further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the Municipality but also the NYMIR, as the Municipality's insurer.

SPECIFICATIONS FOR BITUMINOUS ASPHALTIC CONCRETE

1. These specifications cover bituminous asphaltic concrete which is to be used in the maintenance, construction and reconstruction of Town roads and/or facilities.
2. Such bituminous asphaltic concrete shall be in accordance with Section 401 through 403 of the Specifications prepared by the New York State Department of Transportation, Office of Engineering, dated January 2, 1990 with addenda indicating the general specifications which apply to all Plant Mix bituminous asphaltic concrete.
3. The bituminous asphaltic concrete mixtures covered by these specifications shall include dense base course (New York State Item 403.11-Type 1); binder course (New York State Item 403.13-Type 3); top course (New York State Item 403.1701-Type 6F); armor coat (New York State Item 403.1901-Type 7F); and shim course (New York State Item 403.15-Type 5); as graded, batched and prepared for the New York State Department of Transportation and such mixes shall comply with the items applicable to the New York State Department of Transportation Specifications. In addition, Item 403.2001 WINTER MIX shall be considered.
4. All materials used in the preparation of these mixes shall originate from a source approved by New York State Department of Transportation.
5. The mixing plant, the method of mixing, and the period of the mixing cycle shall be in accordance with the New York State Department of Transportation Specifications, including latest addenda.
6. Each load of bituminous asphaltic concrete shall be accompanied by a copy of a certified weigh master's certificate or recording tape from an approved measuring computer and a delivery ticket showing the batch time, the truck number and the material type. Both of these documents shall be given over the authorized driver before each truck leaves the plant.
7. The bituminous asphaltic concrete shall be subject to the approval of the Town of Kent Highway Superintendent or his authorized representative. If, in the opinion of the Highway Superintendent it is in the best interest of the Town, such bituminous asphaltic concrete shall be tested in a recognized testing laboratory in order to assure the quality and uniformity of the material. The testing shall be done at the expense of the supplier.
8. The bituminous asphaltic concrete shall be available at the plant during favorable weather conditions from the hours of 7:30am to 4:00pm, from Monday through Friday. The material shall be loaded in Town trucks with minimum of delay. The Town of Kent purchases approximately 10,000 tons of bituminous asphaltic concrete per year.

Truck Rental Per Hour (minimum 8 hrs.)

Legal Payload _____ Ton \$ _____ per hour

_____ Ton \$ _____ per hour

AC-20 Base Terminal Price (as of _____ per ton)
11/15/16

By: _____

Signature

Print Name and Title

(Corporate Seal)

**BITUMINOUS ASPHALTIC CONCRETE
BID**

DATE: _____

BIDDER: _____

ADDRESS: _____

PHONE: _____

PLANT LOCATION: _____

Bituminous Asphaltic Concrete

<u>NYS ITEM</u>	<u>DESCRIPTION</u>	<u>AC-20 PER TON OF MIX</u>	<u>PRICE F.O.B. PER NET TON</u>
403.11	Base Type 1	5.0%	\$ _____
403.13	Binder Type 3	5.5	\$ _____
403.15	Shim Type 5	8.25	\$ _____
403.16	Top Type 6	6.4	\$ _____
403.1701	Type 6F	6.4	\$ _____
403.18	Top Type 7	7.0	\$ _____
403.1901	Type 7F	7.0	\$ _____
403.2001	Bulk Winter Mix (per 80lb bag)	7.0	\$ _____

Ton Mile Hauling Price (Lots of 100 Ton or more)

0-5 miles	\$ _____ ea. mile
5.1-15 miles	\$ _____ ea. mile
Over 15 miles	\$ _____ ea. mile

9. Prices shall be indicated F.O.B. plant, PER TON, and weights of such shall be determined in the manner prescribed and/or approved by the New York State Department of Transportation.

Prices for WINTER MIX shall be shown F.O.B. plant, PER TON, in bulk and per 80lb package bags.

A "Ton Mile" price shall be shown for bituminous asphaltic concrete delivered as specified in lots of 100 tons or more to bituminous paver or other leveling or grading purposes as may be necessary. Payment for such delivery will be based on the mean mileage to a particular job or project measured from dispatcher's office at producer's plant.

All prices shall be "NET" and shall be less all Local, State and Federal taxes.

The delivered price of bituminous asphaltic material will be based on the plant price plus the length of haul one-way to the center of the mean average of job site using the ton-mile hauling price as set forth by the respective bidder.

The distance involved in hauling to the several job sites from the plant will be a factor in governing the purchase of bituminous asphaltic material from the various bidders. The "Ton Mile" price shall be added as part of the F.O.B. plant per ton price.

10. Hourly truck rental rates are requested by the Superintendent of Highways so as to supplement the Town fleet during construction projects undertaken by the Highway Department.
11. All bituminous asphaltic concrete mixes with the exception of WINTER MIX shall be obtainable during the period from April 15 to December 15.
12. All bituminous asphaltic concrete mixes shall be subject to price adjustment services set forth by NYS Office of General Services Base average price of AC-20 material shall be as of 11/15/16 per ton for purposes of this bid.
13. No bid will be considered without properly executed non-collusion document attached.

Please find the enclosed specification for your review. This information is copied directly from the *NYSDOT Standard Specification - Construction and Materials, Section 403*. In the last (5) years NYSDOT has been transitioning to the Superpave system for designing HMA mixtures and pavements. In a effort to aid municipalities that may not be ready to make this transition, the Department and New York Construction Materials Association has gone to great lengths to revise and update the Standard Specification to keep most of the conventional HMA mixes that municipalities have used with great success throughout the years.

In the past these conventional mixes have also undergone substantial revisions. This year is no different. The following represents the old conventional mixes and what these mixes would translate to in the newest NYSDOT Standard Specification.

<u>Old Item Number</u>	<u>Old Description</u>	<u>New Item Number</u>	<u>New Description</u>
403.110001 M	Type 1 Base	403.118902 M	Hot Mix Asphalt, Type 1 Base Course
403.130001 M	Type 3 Binder	403.128902 M	Hot Mix Asphalt, Type 3 Binder Course
403.150001 M	Type 5 Shim	403.159802 M	Hot Mix Asphalt, Type 5 Shim Course
403.160001 M	Type 6 Top	403.178902 M	Hot Mix Asphalt, Type 6 Top Course
403.170001 M	Type 6F Top	403.178302 M	Hot Mix Asphalt, Type 6F3 Top Course
18403.1702 M	Type 6FX Top	403.178202 M	Hot Mix Asphalt, Type 6F2 Top Course
18403.170102 M	Type 6F1 Top DSH	(*) see Note 1	(*) see Note 1
18403.170202 M	Type 6F2 Top USH	403.178202 M	Hot Mix Asphalt, Type 6F2 Top Course
403.180001 M	Type 7 Top	403.198902 M	Hot Mix Asphalt, Type 7 Top Course
403.190001 M	Type 7F Top	403.198302 M	Hot Mix Asphalt, Type 7F3 Top Course
18403.190102M	Type 7F1 Top DSH	(*) see note	(*) see note
18403.190102M	Type 7F2 Top USH	403.199202 M	Hot Mix Asphalt, Type 7F2 Top Course
403.210001 M	Truing and Leveling	403.218902 M	Hot Mix Asphalt, True and Level Course

(*) Note 1: The F1 Friction requirement is reserved for projects where the traffic levels exceed an AADT of 8,000 for two lanes or 13,000 for three or more lanes. If you feel that this level is appropriate for you project, then Items in Section 402 (Superpave) should be specified. If you have questions regarding what level of friction should be required, please contact our Technical Services Department to determine the appropriate level that should be used on your project.

(*) Note 2: As per Section 403 specifications, Recycled Asphalt Pavement - (RAP), may be included in any of the above mixes.

GENERAL BIDDING INSTRUCTIONS
HIGHWAY MATERIALS

These general specifications, as completed by the bidder, shall become part of his bid proposal.

Sealed bids shall be received and publicly opened at the Kent Town Hall, 25 Sybil's Court, Kent New York, 12:00 p.m., Friday December 16, 2016 for the purchase of all materials. Faxed bids are not considered "sealed" and will NOT be accepted.

Bids shall be submitted in a sealed envelope **CLEARLY** marked **BID**.

A Non-Collusive Affidavit (copy attached) shall accompany each bid.

Bids shall be submitted on the attached forms only. Extra pages and literature may be added to this package, however, THE PACKAGE SHALL BE RETURNED INTACT AS RECEIVED.

Bids shall be signed by an authorized individual.

The Town of Kent is exempt from payment of ALL Federal and New York State taxes.

Bidders shall familiarize themselves with all provisions of these specifications and shall not, after submitting the bid, dispute the specifications or assert that there is a misunderstanding in regard to the furnishing of items(s) in this bid.

The bidder in submitting this proposal agrees to enter into contract with the Town of Kent.

1. TERM OF CONTRACT:

One year fixed price contract.

2. AWARD OF CONTRACT:

Awards of contract may be made on the basis of (i) the lowest net unit price for each bid item; (ii) the lowest total bid; or the basis of "best value", whichever is deemed the best interest of the Town of Kent. The Town reserves the right to reject any or all bids.

The Superintendent of Highways reserves the right to select the bid proposal, the acceptance of which will, in his judgment, best secure this material, equipment or services which will be in the best interest of the Town of Kent (irrespective of whether it is low bid, the high bid, or otherwise) or to reject any or all bids. Proposals which are incomplete, conditional or obscure or which contain conditions not called for, erasures, alterations or irregularities of any kind may be rejected as informal, or may be waived at the discretion of the Superintendent of Highways if any informality is deemed immaterial and non-prejudicial to the Town and other bidders.

Unit prices shall be controlling in the extension of the bidder's net unit prices times estimated Town requirements. Errors in such multiplication and in the addition of such extension may be corrected by the Superintendent of Highways subject to verification by the bidder.

Bidder must submit with the bid detailed specifications, and all necessary data on the materials, equipment or services he proposes to furnish. If the offer differs from the minimum provisions of the buyers specifications, such differences must be explained in detail and the bid will receive careful consideration if such deviations do not depart from the intent of this specification and are to the best interest of the Town of Kent, as interpreted by the Superintendent of Highways.

3. BID PRICES AND QUANTITIES:

It is understood that contract prices shall hold firm and prevail for the actual quantities required and ordered as needed during the life of the contract whether more or less than estimated quantities. Quantities as listed on the bid sheets are estimated for bidding purposes only. Award of contract shall be for the quantities actually ordered as needed during the contract period.

Unit prices shall not be subject to any increase during the life of the contract.

If any reduction in price is announced during the life of the contract, the Town of Kent shall receive the benefit of such reduction. In such event the contractor must submit his revised prices in writing within (5) five days of announcement.

4. DELIVERY:

Pricing shall include all delivery charges, if applicable. Pick-up option will be at the discretion of the Town of Kent Highway Superintendent, and can influence award.

Emergency deliveries are to be made within twenty-four (24) hours from receipt of a telephone or Fax request from the Superintendent of Highways.

All deliveries are to be made on business weekdays between the hours of 7:00 AM and 3:00 PM, except as may be otherwise be arranged by supplier and purchaser.

5. PENALTY:

In the event deliveries are not made as specified to a Town delivery point the Superintendent of Highways shall reserve the right to purchase any such bid item on the open market, and to charge any increase in price paid over the current price to the account of the contractor.

6. DELIVERY OF UNAPPROVED SUBSTITUTIONS:

Vendors are authorized to ship only those items covered by the Town contract. If a review of orders placed by the Town reveals that an item other than those covered by and specified in the Town contract have been ordered and delivered, the Superintendent of Highways will take such steps as are necessary to have the item(s) returned to the vendor at vendor's cost regardless of the time lapse between the date of delivery and discovery of the violation and full credit will be demanded. Violation of this clause may result in the removal of the offending vendor(s) name from the Towns' mailing list for a period up to three years.

7. NEW PRODUCTS:

All products will be NEW unless otherwise indicated in this bid.

8. METHOD OF OPERATION:

After the bids are opened and the successful bidder determined, a "NOTICE OF AWARD" or equivalent will be forwarded to the successful bidder. At that time, the other bidders may request, in writing, a list of pricing submitted by all bidders. It is required that the supplier cooperate with the Town to the fullest extent to the end that the materials supplied are delivered to the Town in strict accordance with the specifications and delivery requirements of the bid proposal.

For the duration of the Town Contract the Town may order material covered by the contract directly from the vendor when and as required. These orders will be covered by the issuance of a Town of Kent voucher.

9. TRADE NAMES:

Bidders shall state the trade name, brand name or manufacturer for each item bid. Such trade names shall not in any way set aside the requirement of compliance with specifications.

Reference to a particular trade name, brand name or manufacturer catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirement of the Town of Kent. They should not be construed as nor are they intended to exclude proposals on other types of materials, equipment and supplies unless the words "NO SUBSTITUTIONS" are added to that particular line item on the specification page.

10. PRICE EXTENSION:

It is understood and agreed that all Town Offices of the Town of Kent may participate in the contract award.

The undersigned offers and agrees, if this offer is accepted within 45 calendar days from the date for receipt of offers specified herein, to furnish any or all items upon which prices are offered, at the price set opposite each item, delivered at the designated point(s) within the time specified in the schedule

Number of BUSINESS days for delivery _____ (DAYS) after verbal or written receipt of Purchase order(s).

Bidder _____

Address _____

Authorized Signature _____

Phone _____ Date _____